

LAND TRUST AGREEMENT

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated this _____ day of _____

20_____, and known as Trust Number _____, is to certify that Home State Bank/National Association, as trustee hereunder, is about to take title to the following described real estate in _____

County, Illinois, to-wit: _____

Permanent Index Number: _____

Common Address: _____

and that when the trustee has taken the title thereto, or to any other real estate deeded to the trustee hereunder, the trustee will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall and their successors in interest, be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit: _____

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of an interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee.

In case the trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case the trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the trustee, with interest thereon at the rate of twelve per cent (12%) per annum, all such disbursements or advances or payments made by the trustee, together with expenses, including reasonable attorney's fees of the trustee, and that the trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by the trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust, or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder, unless the trustee shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

The beneficiaries shall furnish, pay for and keep in force in the name and for the benefit of the trustee such insurance, (including, without limitation, workmen's compensation, public liability and dram shop liability insurance,) as the trustee may at any time or times request, in such companies, in such amounts and against such risks and perils as may be specified by the trustee, but if the beneficiaries shall fail, neglect or refuse to comply with any such request the trustee may (but shall not be required to) obtain such insurance and the beneficiaries jointly and severally hereby agree to reimburse the trustee for the premiums for such insurance, together with interest thereon at the rate of twelve per cent (12%) per annum.

The beneficiaries, acting unanimously, may by written instrument delivered to the trustee amend or modify this trust agreement in any manner, but no such amendment or modification affecting or changing any duty, liability or responsibility of the trustee shall be effective unless accepted in writing by the trustee.

It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or of any of the provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

Any trustee may at any time resign by sending by registered mail a notice of such trustee's intention to do so to each of the then beneficiaries hereunder at his or her address last known to such trustee. Such resignation shall become effective ten days after the mailing of such notices by the trustee. In the event of such resignation, or in the event of the death, dissolution, incapacity or inability to act of any trustee, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trust property shall thereupon pass to and vest in such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the trustee may, at the trustee's option, file a bill for appropriate relief in any court of competent jurisdiction. The trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for the trustee's costs, expenses, and attorney's fees and for the reasonable compensation of the trustee.

Every successor trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that the trustee will deal with said real estate only when authorized to do so in writing and that the trustee will, (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries,) on the written direction of _____

or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for or deeds conveying directly to a trust grantee or otherwise deal with the title to said real estate; provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make the trustee liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to the trustee hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder shall in his, her or their own right have the management of said property and control of the selling, renting and handling thereof, and any beneficiary or his or her agent shall handle the rents thereof and the proceeds of any sales of said property, and the trustee shall not be called upon to do anything in the management or control of said property or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as herein above provided, and after payment to the trustee of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty years from this date, it shall be sold at public sale by the trustee on reasonable notice and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

Home State Bank/National Association shall receive reasonable compensation for the services of the trustee in accepting this trust and in taking title hereunder; also reasonable compensation each year for holding title, so long as any property remains in this trust; also the regular and customary fees for making deeds, executing mortgages, trust deeds, notes, assignment of rents and any other documents, and the trustee shall receive reasonable compensation for any special services which may be rendered by the trustee hereunder, or for taking and holding any other property which may hereafter be deeded to the trustee hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

Date _____

HOME STATE BANK/NATIONAL ASSOCIATION

(SEAL)

BY _____
Trust Officer

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms thereof.

1. _____
Beneficiary Address _____

Telephone _____

SSN _____

2. _____
Beneficiary Address _____

Telephone _____

SSN _____

3. _____
Beneficiary Address _____

Telephone _____

SSN _____

4. _____
Beneficiary Address _____

Telephone _____

SSN _____

If this trust has multiple beneficiaries, trustee is authorized to send all correspondence, notices, billings, etc. to: _____
